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Attorneys for The Roman Catholic Archbishop
of San Francisco

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re
THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO,

Debtor and
Debtor in Possession.

Case No. 23-30564
Chapter 11
[No Hearing Requested]

STIPULATION TO EXTEND STANDSTILL AGREEMENT [11 U.S.C § 1121(d)]

1 This stipulation to extend the standstill agreement (the “Standstill Agreement”) is made and
2 entered into by and among The Roman Catholic Archbishop of San Francisco, the debtor and debtor
3 in possession (the “RCASF” or the “Debtor”) and the Official Committee of Unsecured Creditors
4 (the “Committee”).

5 **I. RECITALS**

6 WHEREAS, pursuant to section 1121(d) of title 11 of the United States Code, the period
7 during which the Debtor had the exclusive right to file a chapter 11 plan expired on February 20,
8 2025.

9 WHEREAS, the Debtor and the Committee previously entered into a standstill agreement
10 which is set to expire on August 20, 2025. ECF No. 999.

11 NOW THEREFORE, THE PARTIES, BY AND THROUGH THEIR RESPECTIVE
12 UNDERSIGNED COUNSEL, HEREBY STIPULATE AND AGREE AS FOLLOWS:

13 1. The “Second Standstill Period” is a period starting on August 20, 2025, and ending on
14 the earlier of February 20, 2026, or 45 days after the date the Debtor or the Committee send a notice
15 of termination by email to the other party to this Standstill Agreement.

16 2. The Debtor and the Committee shall not file or solicit a plan of reorganization during
17 the Second Standstill Period.

18 3. This Standstill Agreement shall be binding on the Debtor, the Committee, and their
19 undersigned counsel, as applicable.

20 4. This Standstill Agreement shall become effective upon execution by counsel for the
21 Debtor and counsel for the Committee; provided however, that notwithstanding Bankruptcy Rule
22 6004(h), any order approving this stipulation shall be immediately effective and enforceable upon
23 its entry.

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1 5. This Court shall retain jurisdiction to hear and determine all matters arising from or
2 relating to the implementation, interpretation, and/or enforcement of this Standstill Agreement.

3 ***STIPULATED AND AGREED TO BY:***

4 Dated: August 26, 2025

FELDERSTEIN FITZGERALD
WILLOUGHBY PASCUZZI & RIOS LLP

By /s/ Paul J. Pascuzzi

Paul J. Pascuzzi

Attorneys for Debtor and Debtor in Possession
The Roman Catholic Archbishop of San Francisco

9 Dated: August 26, 2025

PACHULSKI STANG ZIEHL & JONES LLP

By /s/ Brittany M. Michael

Brittany M. Michael

Counsel for the Official Committee of Unsecured
Creditors